

Memorandum of Agreement

JFK Hartwyck at Edison Estates and SEIU 1199 on this 17th day of July, 2002 agree to amend the terms of their collective negotiations agreement which expired on March 31, 2002, as follows:

1. Term Of Agreement. Three (3) year term from April 1, 2002 through and including March 31, 2005. 90 to 120 day reopener.

2. Wages.

A. Employees in the unit will receive a three percent (3%) increase effective April 1, 2002. *Union (ed) ab*

B. Employees in the unit will receive a three percent (3%) increase effective July 1, 2003. *Union (ed) ab*

C. Employees in the unit will receive a three and one-half percent (3.5%) increase effective August 1, 2004. *Union (ed) ab*

3. Benefit Fund. (As currently calculated within the Greater New York 1199 Benefit Fund). The parties agree that the benefit calculation as currently provided by the fund will not be changed for this facility during the term of this Agreement.)

A. 6/1/02 12% of payroll

B. 7/1/03 16% of payroll

C. 8/1/04 20% of payroll

4. Delegate Education. Article 14, Section B.4, add 2 additional delegates (1 LPN, 1 BC or 2 BC) 2 days

5. Disciplinary Action Language. "Effective upon signing of the agreement, for attendance issues only, all attendance-related corrective actions given more than 2 years after the last attendance corrective action was issued, will be removed from the employee's personnel file."

6. Executive Board. If elected, <sup>Union</sup> ~~unit~~ member may attend six (6) Union Board Meetings with pay each year.

7. Pension. Effective July 1, 2002, current pension contributions (\$19.00 per week per Union employee) will be converted to a percentage of payroll. That percentage will be reduced by  $\frac{1}{2}\%$ . The probationary period for pension contributions shall be one year of service. The employer shall participate in the National Industry Pension Fund pursuant to the attached appendix. The parties agree that the benefit calculation as currently provided by the fund will not be changed for this facility during the term of this Agreement.

8. Staffing and Patient Care. "Management shall post vacant positions within the facility and identify the position(s) as union or non-union. Issues of staffing and patient care may be discussed in the Labor Management Committee."

9. LPN Special Pay. If LPN is the only nurse on the unit, he/she will receive a differential of 3% per shift in addition to his/her regular rate as special pay.

10. Longevity Pay. Replace Section H of Schedule A with the following:  
"Employees after (3) years of employment in the establishment shall receive length of service increase of two dollars (\$2.00) per week and an additional two dollars (\$2.00) per week for each additional three (3) years of service in the establishment, up to eighteen (18) years of service. The longevity increases will cap at twelve dollars (\$12.00). Any employee who has reached or exceeded 18 years of service as of the signing of this Agreement, will receive the \$2.00 per week increase for 18 years of service. If any employee has not received the \$2.00 per week increase for 15 years of service, they will also receive this increase as of the signing of this Agreement."

11. Election Day. One (1) member will receive day off with pay for election of President or Governor.

12. Credit Union. Agree to utilize union credit union and/or the employer's credit union.

13. Legal Fund. \$8.00 per month per employee until 5/1/04 when contribution may be increased to a maximum of \$15.00 per month per employee.

14. Grievance and Arbitration Procedure. Keep original contract language utilizing New Jersey State Board of Mediation.

15. Scholarship Fund. Incorporated into Benefit Fund -- eliminate contribution.

16. Training and Education Fund. One-half percent (.5%) of payroll. This percentage will be based on payroll as currently calculated within the Greater New York 1199 Benefit Fund. The parties agree that the benefit calculation as currently provided by the fund will not be changed for this facility during the term of this Agreement.

17. Maternity Leave. Maintain original language (no reduction in benefit).

18. Labor Management Committee. Add the following to existing language: "Issues of health and safety may be discussed at Labor Management Committee in accordance with Article 25, Sections A, B and C. The employer will continue to make every effort within their means to identify and eliminate workers compensation hazards (i.e. low beds) from the facility."

19. Personal Leave. Maintain original contract language.

20. Life Insurance. Elimination of employer paid life insurance (included in Union Benefits).

21. Hiring Rates. Schedule A. Effective on the execution of this Agreement, increase hiring rate for LPNs to \$17.00. The Blue Collar hiring rate remains at \$9.89 for duration of this Agreement.

22. Retention Incentive increases for LPNs. All LPNs hired prior to the signing of this Agreement will receive a one dollar (\$1.00) increase effective on the date of the execution of this Agreement in addition to the across the board wage increase.

23. Contract language regarding Neutrality:

"Any additional classification(s) not presently covered within JFK Hartwyck at Edison Estates shall become part of this Agreement when the union represents a majority of employees within such classification(s) and shall be subject to separate negotiations concerning wages and terms and conditions of employment between the parties. The determination of whether the Union does in fact represent a majority, if it be disputed, shall be determined in accordance with the arbitration procedures of this Agreement.

Notwithstanding the above, the Union agrees not to initiate or encourage organizing activity within JFK Hartwyck at Edison Estates and initiate or encourage organizing activity within any Solaris Health System affiliated facility for the duration of this contract."

24. The Union agrees to return to the facility one half of the funds currently in escrow for payment to the 1199 Pension Fund which represent the \$19.00 weekly contributions made on behalf of all of the current members since January 1, 2001.

25. Maintenance Department. It is agreed that the issue with regard to the classification of Maintenance Department employees will be resolved in the grievance process and a no contest arbitration, if necessary.

26. Accompanying Residents Off-Site. Change in existing language: Wherever "seniority is written, change to "rotate on an equitable basis". Additional language: "An alphabetized roster will be established which will be accessible to all employees for monitoring and tracking."

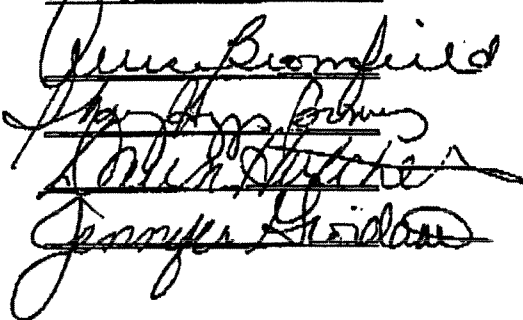
27. Miscellaneous

A. All terms and conditions of employment contained in the Collective Bargaining Agreement between JFK Hartwyck at Edison Estates and SEIU 1199 which expired on March 31, 2002, shall remain in full force and effect except as modified herein.

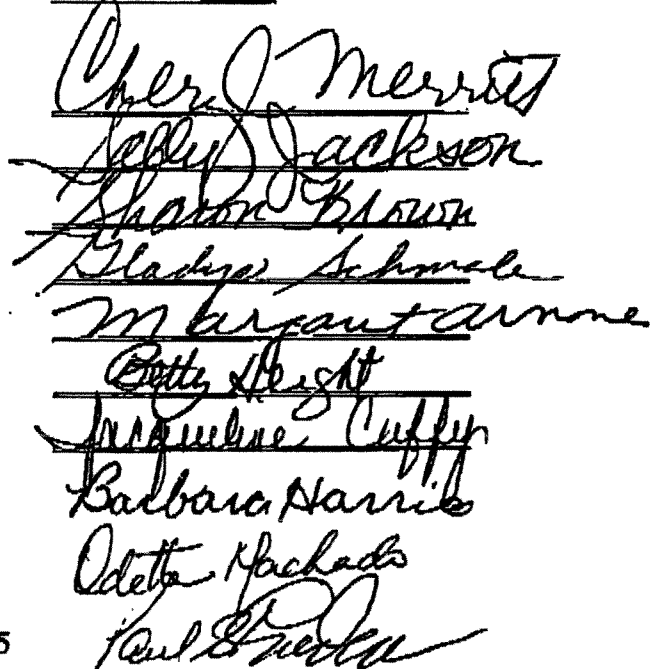
B. This Memorandum of Agreement is subject to ratification by JFK Hartwyck Board of Directors and the membership of SEIU 1199 collective negotiations unit. Subject to the foregoing sentence, the undersigned hereby represent that they are authorized by their respective principals to enter into this Memorandum of Agreement.

C. This Memorandum of Agreement represents the entire agreement of the parties. Any and all proposals and counter-proposals not contained herein are deemed withdrawn and void. No other agreement between the parties shall be enforceable.

**FOR JFK HARTWYCK  
AT EDISON ESTATES**


Handwritten signatures of four individuals representing JFK Hartwyck at Edison Estates.

**FOR SEIU 1199**

Handwritten signatures of ten individuals representing SEIU 1199.

## Memorandum of Agreement

The Collective Bargaining Agreement between the undersigned parties dated 6/1/94, and all subsequent Memorandums of Agreement, shall be and are hereby extended to 3/31/2005, with the modifications contained below and made a part hereof and shall become effective from 4/1/2002.

1. The **Duration** of this Agreement is 4/1/2002 through 3/31/2005 with a reopener 90-120 days prior to expiration.
2. The **1199 Greater Nursing Home Benefit Fund**:  
  
(Benefit calculation will be as currently calculated within the 1199 Greater New York Benefit Fund. The parties agree that the benefit calculation as currently provided by the fund will not be changed for this facility during the term of this Agreement.) The Employer agrees to contribute to the fund at the rates and effective dates as follows:
  - a. 10/1/02 12% of payroll
  - b. 2/1/04 16% of payroll
  - c. 2/1/05 20% of payroll
3. **Union Leave**- Up to six months duration, only one delegate at a time.
4. **Delegate Education**- Two (2) delegates to receive two (2) days off with pay each year to attend Delegate education sessions.
5. **Executive Board** - If elected, an executive board member may attend six (6) Union Board Meetings with pay each year.
6. **Staffing and Patient Care Language**- "Management to consider recommendations of staffing and patient care issues made by the Union at Labor Management Committee Meetings"



7. **Longevity Pay for Cooks**-Upon signing of this Agreement, "Cooks with ten (10) years of service will receive a \$4.00 per week longevity increase and cooks with twenty (20) years of service will receive an additional \$2.00 per week longevity increase.
8. **Election Day** – Two (2) members will receive Election Day off with pay for the election of President or Governor.
9. **1199 Credit Union**- The Employer agrees to utilize the 1199 Credit Union in addition to their own credit union plan.
10. **1115 Legal Service & Benefits Fund** – Effective 4/1/02, the Employer contribution will be \$8.00 per month per employee until 5/1/04, when the contribution may be increased by the Fund to a maximum of \$15.00 per month per employee.
11. **Health & Safety Language**- The following language will be incorporated into the collective bargaining agreement, "The employer recognizes its legal obligation to provide a safe and healthful work environment and agrees to comply with all relevant health and safety laws. All issues of Health and Safety will be addressed in Labor Management Committee, including equipment. The Union will invite a bargaining unit member from each department to attend and participate in monthly safety meetings."
12. **Hiring Rates** – The parties agree to freeze the Blue Collar hiring rates and increase hiring rate for LPNs to \$17.00 as of the execution of this Agreement. All existing LPNs will be given an additional \$1.00 hourly increase in addition to the across the board increases.

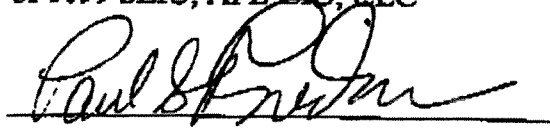
13. **Wage Increases**-All Employees will receive the following across the board increases on the following effective dates:
- a. 4/1/02 3%
  - b. 7/1/03 3%
  - c. 8/1/04 3.5%
14. **Uniforms for Blue Collar Workers** - Blue Collar Workers will receive one (1) pair of pants per year in addition to the two shirts they currently receive.
15. **Training and Education Fund**- The Employer agrees to pay 1/2% of gross payroll (As currently calculated within the Greater New York 1199 Benefit Fund. The parties agree that the benefit calculation as currently provided by the fund will not be changed for this facility during the term of this Agreement.) into this fund.
16. **Differential for Relief Cook**- Upon execution of this Agreement, Dietary Aides will receive an additional \$7.50 per shift for working as a Relief Cook.

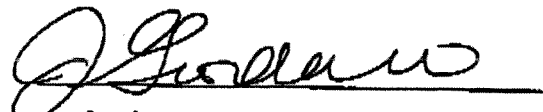
All of the prior terms, conditions of employment, and contract language as contained in the previous collective bargaining agreement and subsequent Memorandums of Agreement that have not been expressly modified herein shall continue and remain in full force and effect for the duration of this agreement.

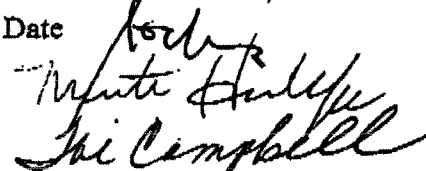
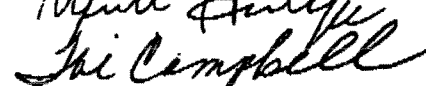
The parties agree to the above by affixing their signatures below:

SEIU 1199 New Jersey, Division  
of 1199 SEIU, AFL-CIO, CLC

JFK Hartwyck at Cedar Brook

  
Authorized Signature

  
Authorized Signature

November 18, 2002  
Date  
  


11/25/02  
Date